

**CONTRACT FORMS
AGREEMENT**

- (d) Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident Engineer of the Contractor's demolition and removal procedures, and authorization by the Resident Engineer to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
- (e) Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- (f) Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.
- (g) Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.
- (h) Regulations: Comply with federal, state and local hauling and disposal regulations.
- (i) Hazardous Materials - refer to Section 703 of the Whitebook for procedures when hazardous materials are encountered during excavation.

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. ADD the following:

In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, and other deleterious matter.

300-2.9 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed.

Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. ADD the following:

This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:

TYPE B ADA RAMP

Payment for Type B ADA ramps shall be included in the total lump sum project price and shall include all items of work necessary to construct the ramp, including but not limited to grading, forming, installing, finishing, repairing asphalt and concrete paving, etc. complete and in place. No additional compensation for this work will be allowed.

4" CONCRETE SUB-SLAB IN PLAY AREAS

Payment for 4" Concrete Sub-Slab shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to construct new 4" Concrete Sub-Slab, including but not limited to: grading, base materials, compaction, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

DEEPENED CONCRETE CURB FOR PLAY AREA

Payment for Deepened Concrete Curb for Play Area shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new Deepened Concrete Curb for Play Area, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

CAST IN PLACE SEAT WALL

Cast-in-place seat wall shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook. Concrete shall be 560-C-3250 on native compacted material.

Payment for Cast in Place Seat Wall shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new Cast in Place Seat Wall, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

COLORED CONCRETE SIDEWALK PAVING

Colored Concrete Paving: Place, float, apply light broom finish, and edge concrete within the area of pour. Install hand-tooled joints at locations indicated on the plans. Install expansion joints as indicated on the drawings. Grid tooling finish shall match approved paving sample finish submitted for approval by County Engineer a minimum of 48 hours prior to pour. Colored Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-C-3250.

Payment for Colored Concrete Paving shall be included the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new sidewalk, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

6" PCC CURB AND GUTTER

Curb and Gutter shall match existing gutter flow line and constructed as indicated and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 520-C-2500 on native compacted material.

Payment for 6" PCC Curb and Gutter shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new 6" PCC Curb and Gutter, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

303-5.5 Finishing.

303-5.5.3 Walk. First paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent perpendicular to the edge of paving.

ADD the following:

If after final troweling all walk surfaces shall receive a uniform light broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving.”

303-5.9 Measurement and Payment. ADD the following:

Payment for sidewalk concrete paving, curb & gutters, B-1 curbs, flush curbing, mow curbs, swales, pedestrian ramps and ADA access ramps shall be included in the total lump sum project price and shall include the complete structural section, reinforcing, subgrade preparation, compaction, formwork , and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore. The payment shall be segregated to conform with the bid items indicated on the bid schedule and may include the following:

- a. Colored Concrete Curb
- b. Pedestrian Ramps
- c. Colored Concrete Paving
- d. Access ADA Ramps & landings
- e. Deepened Concrete Curb for Play Area
- f. Play Area Sub-slab paving – standard concrete
- g. Seat wall with outlet pad

303-7 COLORED CONCRETE:

303-7.1 General. First sentence, DELETE Method A, ADD the following:

Provide a minimum 4'x4' sample panel, on-site, of each of the colors and finishes to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect a minimum of one week prior to construction of the colored concrete work. The approved samples shall remain on-site and shall serve as a basis of comparison for all colored concrete work.

308-2.3.1 General.

ADD:

308-2.3.1.1 Weed Eradication.

Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

The Contractor's labor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

Weed eradication for entire project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2" - 3"). A post-emergent herbicide shall then be applied per manufacturer's specifications and instructions. Avoid contact of herbicide with the existing plants to remain.

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and herbicide applicator's license. Herbicide use shall be approved by the Resident Engineer prior to application. Rodeo herbicide, or approved equal shall be used in or near areas of standing water or streams since it is non-toxic to aquatic organisms and should be applied only by a licensed pest control applicator in accordance with the manufacturer's instructions.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitensis*), cocklebur (*Xanthium* sp.), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the project area. All weedy species should be cleared approximately two weeks following herbicide application.

The Resident Engineer shall inspect the site prior to planting and during revegetation. The planting of hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the Resident Engineer. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.

Weed eradication for shrub areas and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

308-2.3.2

Fertilizing and Conditioning Procedures. First Paragraph, REVISE to read as follows:

The planting areas shall be ripped to a depth of 15" and brought to finish grade before spreading the fertilizer and soil conditioning materials specified.

Paragraph 2, REVISE to read as follows:

Soil amendment materials shall be uniformly spread at the prescribed rate. All hardscape shall be dry at time of application. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

ADD the following:

Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer / Landscape Architect and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Landscape Architect. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received by Landscape Architect thirty (30) days prior to amending or soil and ordering amendments.

Based on the soils test results, the quantity or type of amendments may be modified by the Landscape Architect within 14 days of receipt of analysis.

Grub and clean all planting areas, removing all weeds, debris, and rocks from the site. All planting areas, 3:1 or less in steepness, shall be thoroughly tilled and loosened to a depth of fifteen (15) inches by approved method. Do not till near existing trees if roots are encountered.

All areas where existing soils are replaced with imported topsoil shall be backfilled and settled using applications of water to moisten soil and establish a stable finish grade. Areas which subside, and all depressions or irregularities shall be repaired, settled and grade re-established.

After all planting areas meet the finish grades per grading plan, the following rates of soil conditioning and amendment materials (or as modified by the soils report), shall be evenly spread over all planting areas and worked into the soil:

- 1) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs/1,000 sq. Ft.
Iron sulfate	10 lbs/1,000 sq. Ft.
Soil sulphur	10 lbs/1,000 sq. Ft.

After leaching, apply:

10-10-10 fertilizer	25 lbs/1,000 sq. Ft.
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Amendments shall be thoroughly tilled and blended into the existing soil to a depth of six (6) inches by approved methods.

Note: Soil amendments as specified are for bidding purposes only, actual types and quantities will be based on soil analysis (provided by Contractor) after rough grading.

Soil amendments, as specified, are for bidding purposes only. Actual types and quantities may be altered based on soil analysis (provided by Contractor) after rough grading.

- 2) In addition, after amending soil as described above, all lawn and shrub planting areas shall be sprayed with "Sarvon" at the rate of 6 gallons/acre (or 1 qt./2,000 sq. ft.) immediately prior to leaching.
- 3) Hydroseeded Area: Apply michorrizal inoculum to all hydroseeded areas per manufacturer's directions. Amendments are not required for Hydroseeded Area except as specified in the hydroseed components.

Deep Water Leaching:

- 1) After complete installation and testing of the irrigation system and tilling soil amendments, all on-grade areas shall be deep water leached, compacted and settled by repeated application of irrigation water until the soil has received a minimum of 12" of water, and has been thoroughly moistened to a depth of 24".
- 2) After leaching operation, 4 soil samples shall be taken by Contractor per Resident Engineer's / Landscape Architect's direction and given to the soil laboratory for testing. Soil test shall meet the following requirements:
 - EC - Maximum 3.00
 - pH - Maximum 7.50
 - Minimum 6.0

Post Planting Fertilizer:

The Contractor shall apply post-plant 14-7-3 fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq.ft., sixty (60) days after planting and once again at the end of the post-construction maintenance period.

308-2.4 Finish Grading. First Sentence, REVISE to read as follows:

The finish grade shall be smooth, uniform and free of abrupt grade changes and depressions to ensure surface drainage as indicated on plans. Contours and finish grade shall provide for drainage to sheet flow and shall not channel drainage in a manner where volume and velocity of water will create surface erosion.

ADD the following:

Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all building foundations. The Resident Engineer shall approve the final grades and elevations before planting operations may begin.

308-4 PLANTING.

308-4.1 General. ADD the following:

The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer / Landscape Architect. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field

capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer / Landscape Architect and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Percolation Test: Prior to installing plants, Contractor shall perform a minimum of three percolation tests in representative areas of the site to verify acceptable natural drainage for planting pits. Tests shall be performed as follows:

- 1) Dig a pit 2'x 2' x 2' deep.
- 2) Fill with water to top and cover with plywood and barricade to protect pedestrians.
- 3) Make daily observations noting the depth of water each day.
- 4) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will confer with the Landscape Architect and will make a determination of whether additional drainage measures will be required for boxed size tree plantings.

No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

If requested by the Contractor, the Resident Engineer, and/or designated representative, will visit the nursery from which trees are procured to inspect the trees prior to delivery to the site. The Contractor shall reimburse the City for all time spent driving to and from the nursery and inspecting the trees at an hourly rate of \$105/hour or fraction of hour.

It is in the Contractor's interest to have the Resident Engineer (or designated representative) visit the nursery and inspect the Contractor's selected trees prior to delivery to the site. This may prevent extra shipping expenses to the Contractor for trees delivered to the site, but subsequently rejected by the Resident Engineer. This does not preclude the Resident Engineer from rejecting any trees delivered to the site which, upon inspection at the site, do not meet the criteria for acceptance as previously outlined.

After approval and transportation, and upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with the Project Special Technical Provisions, Section 212-1.4.1.

308-4.2

Protection and Storage. ADD the following:

The Contractor's on-site plant storage area shall be approved by the Resident Engineer/ Landscape Architect prior to the delivery of any plant materials. Any plants determined by the Resident Engineer /Landscape Architect to be wilted, broken, or otherwise damaged shall be rejected at any time during the project,

whether in the ground or not. All plants shall be handled by their containers. Any plant that has been handled by its trunk or stem shall be rejected. All rejected plants shall be removed from the site immediately.

ADD:

308-4.2.1

Existing Tree, Shrub and Ground Cover Protection.

The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work.

Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractor's negligence or lack of protection as determined by the Resident Engineer.

No storage of construction equipment or construction materials, nor stockpiling of soil or debris shall be placed within 1'-0" from the trunk for every 1" caliper of any existing tree.

All plants to remain on-site shall be watered and irrigated as necessary during the entire construction contract to provide for the health of the plant. Any plants required to be removed, boxed and set aside for future installation shall be watered, and maintained by the Contractor in a healthy condition until replanted or until the end of the maintenance period.

The pruning and trimming of the limbs and roots of plant materials to remain within the project scope shall be done by tradesmen experienced in this type of work. The removal of any limbs, branches, and roots shall be done only after conferring with the Resident Engineer.

ADD:

308-4.2.2

Excavation Adjacent To Existing Trees, Shrubs, and Ground Cover to Remain.

Trenching within the drip line of trees and shrubs shall be avoided. It is the intent of the plans that the Contractor provide an alternate routing of trenching to avoid cutting through roots of existing trees.

Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer and Landscape Advisor. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

308-4.6 Plant Staking and Guying.

308-4.6.1 Method A Tree Staking (Single Stake). DELETE in its entirety and SUBSTITUTE with the following:

The tree shall be staked with the type and length of stake specified on the plans or in these Special Provisions. The stake shall be placed at the windward side of the tree and positioned adjacent to the root ball. The stake shall be vertical and driven 300 mm (12 inches) into undisturbed soil. The trunk shall be secured to the stake with one tie just below the head of the tree. The tie shall be the approved tree tie. The loop shall be 25 mm (1 inch) greater in diameter than the trunk. The tie shall be attached to the pipe through a hole drilled at the tie location described above.

Payment for tree staking shall be included in the unit price paid for trees and no separate payment will be allowed therefore.

308-4.6.2 Method B Tree Staking (Double Stake). DELETE in its entirety and SUBSTITUTE with the following:

All 15 gallon, 24" box and 36" box size trees shall be double staked. Refer to section 212-1.5.3 of these Special Provisions for approved staking materials and guying materials.

The tree shall be staked with the type and length of stake specified on the plans or in the special provisions. One stake shall be placed 450 mm (18 inches) from each side of the tree trunk, unless directed otherwise by the Resident Engineer. Ties shall be made of 25 mm (1-in) or wider flexible plastic ribbon material having a minimum tensile strength of 2.2 kN (500 pounds). Four ties shall be used; two at 50 mm (2 in) from the top of each stake and two at 0.6 m (2 ft.) above the ground. Ties shall be loops secured to the stake on one end and shall be long enough to provide for 75 mm (3 in.) of slack to permit the tree trunk limited movement in any direction.

Payment for tree staking shall be included in the unit price paid for trees and no separate payment will be allowed therefore.

308-4.6.3 Guying. DELETE in its entirety and SUBSTITUTE with the following:

All boxed trees over 36" box shall be guyed. Guying shall be done immediately after planting. Three guys per plant shall be installed in accordance with the following:

- 1) Each guy shall be secured to the appropriate main branch by a twisted loop of No. 12 BWG galvanized iron wire housed in garden hose.
- 2) Each guy shall be anchored to a driven stake located at a horizontal distance from the tree equal to the vertical distance from ground to the connection of guy wire on the tree branch.
- 3) Each guy shall be covered with highly visible garden hose or plastic tubing to a height of 1.8 m (6 feet) above grade.
- 4) Slack in each guy shall be removed by hand so as not to bend or twist the plant.

308-4.7 Ground Cover and Vine Planting. Second paragraph, REVISE to read as follows:

Soil shall be moist within the total root zone of the material being planted.

308-4.8 Lawn Planting.

308-4.8.3 Sod. Second paragraph, second sentence: change the word "conditioning" to "preparation".

ADD the following:

Preparation of soil: After conditioning of soil, area to be planted with lawn sod shall be raked, floated and rolled to finish grade; smooth and even, free of rocks and clods, and reasonable well firmed. Prior to planting, the surface of the area shall be sufficiently loose, moist, and friable to receive the sod.

Sodding: Sub-soil finish grade shall be sufficiently below final grade to allow for the thickness of the sod. Sod slabs shall be laid promptly after delivery to job site. In hot, dry, or windy weather, stacked sod at job site shall be lightly sprinkled with water to prevent slab edges from drying excessively. Sod slab ends and sides must be butted together for a close fit and in a staggered pattern without overlapping, parallel to lay of land.

Initial Watering: Immediately following planting, sod shall be thoroughly watered and kept sufficiently moist until the sod has rooted.

Final Compaction: Fully germinated and rooted lawn areas shall be allowed to dry sufficiently to permit rolling with a two hundred to three hundred pound water weighted roller to compact the soil around grass and roots and to provide a firm, smooth mowing surface.

Filling: Following compaction and irrigation settlement, all depressed areas shall be filled with screened conditioned top soil and re-sodded.

Protection: The lawn areas shall be protected against foot traffic and other use. Damaged areas shall be repaired immediately.

Finishing: After planting operations are completed, the top surface of the lawn areas shall be left smooth and visually even, with no ridges, rises or depressions.

ADD:

308-4.8.4

Measurement and Payment.

Lawn Sod shall be measured by the square foot. Payment for Lawn Sod shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in installing lawn sod, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

308-4.9.3

Seeding and Mulching. DELETE in its entirety and SUBSTITUTE with the following:

Seed, fertilizer, mulch, and other specified materials shall be applied on slopes by Method B described in 308-4.8.2. Method B Hydroseed shall be composed of materials as follows:

Hydroseed shall consist of a mixture of bonded fiber matrix, seed, commercial fertilizer, binder, and water. Mixture will be as specified as follows:

The hydro-mulch slurry mixes shall be applied in a two (2) step process which allows seed to be in close contact with soil. The hydro-mulch shall be applied at the following rates:

Step 1: Seed Application Hydro-mulch:

Bonded Fiber Matrix (BFM): 500 lbs. per acre.

Fertilizer (Pre-Plant12-12-12): 100 lbs per acre

Water: As required per manufacturer's instructions

Mycorrhizal Inoculum: 60 lbs. per acre.

Seed Mix: Pure live seed in weights as indicated on plans

Step 2: Erosion Control Hydromulch

Bonded Fiber Matrix (BFM): 2,500 lbs. per acre.

Water: As required

Contractor must provide the Resident Engineer with seed “bag tags” and receipt forms prior to installation of hydroseed mixture.

All bare spots shall be re-seeded and mulched by the Contractor within thirty days of the initial application.

The preferred time for performing seeding is between the dates of October 15 and November 30 or before the first substantial winter rains if this is not possible, seeding shall occur between October 15 and February 28. Since an irrigation system is specified for the slope areas, seeding of those areas can be performed between September 15 and March 15, if the site is ready for seeding.

Seeding shall be started only after weed eradication, soil preparation and finish grading has been completed and soil has been permitted to settle.

Floating: After finish grading, deep watering, the areas to be seeded shall be loosened to a depth of two inches, raked, and floated to the final finish grade by a standard method acceptable to the Resident Engineer/Project Biologist (Restoration Ecologist), with the finish surfaces left even and smooth, free from ridges and depressions and reasonably well firmed.

All seed shall be separated and containerized by species. Each species of seed shall be labeled with the species, purity, germination, percent live seed and quantity of the seed in pounds. Save all seed tags and provide to the Resident Engineer with a small sample of seed from the seed containers prior to mixing to verify the seed quality.

Seeding application is to be performed prior to application of the hydromulch so that seed is in direct contact with the soil.

The seed shall be evenly applied over the entire area at the rates indicated for each area. During the sowing, care shall be exercised to keep uniform seed spacing. Seeding shall not be performed during times when wind may cause uneven distribution of the seed.

**ADD:
308-4.10**

Mulch.

Install mulch in a minimum 3” depth layer in areas indicated on plans. Depth shall be uniform. Taper the mulch to the crown of plant trunks, and keep mulch free of the area within 2” of trunk of plant.

Bark Mulch shall be measured by the square foot. The contract unit price paid for mulch shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

308-5.1

General. ADD the following:

Contractor shall provide a temporary water supply from an approved source to irrigate existing plants until the permanent water source is operable. Contractor shall submit shop drawings and description of the temporary water supply to the water authority and City for approval. The temporary water supply shall be of adequate pressure and gallonage to operate the existing irrigation system and other required irrigation equipment at its designed capacity.

Contractor shall furnish any and all temporary electric power required to operate irrigation controllers during construction period or until permanent electrical power has been furnished.

Contractor shall check and verify the water pressure at P.O.C. prior to beginning of work. Notify Resident Engineer of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks or in the street. Except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed, pressure tested, and the coverage test approved prior to plant installation.

308-5.2

Irrigation Pipeline Installation.

308-5.2.1

General. DELETE first and second paragraphs and REVISE the following:

ADD the following:

Trenches through paved areas shall be resurfaced in accordance with 306-1.5.

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the Resident Engineer deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings WT-01 and SDW-100, sized as for 4" pipe.

Contractor shall install sleeves and chases where any waterline or controller wire passes under paving. Sleeves and chases shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the chase or sleeve. The chases shall be a minimum 15" deep for electrical and the sleeves 21" below grade for water. Sleeves and chases shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline, to be installed in sleeve.

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. Marker tape shall be "Alarmatape" as manufactured by Paul Potter Warning Tape, Inc., or approved equivalent.

Avoid installing pipe through proposed tree locations to avoid conflict with root ball.

- 308-5.2.4 Copper Pipeline.** First Paragraph, ADD the following:
Copper pipe shall be cut square and all burrs and fins removed.
Second paragraph, change 50 – 50 to 40 – 60.
- 308-5.3 Installation Of Valves, Valve Boxes, And Special Equipment.** Sixth paragraph, ADD the following:
The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust. The Contractor shall paint the identification number of the valve and the controller clock on the cover of the valve box. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three inch (3") clearance from the lid. All wires in pull boxes shall be loose and shall not come within three inches 75 mm (3 inches) from lid. Boxes shall be sized accordingly to accommodate this requirement.
Last paragraph, ADD the following:
Backflow preventers shall be installed as specified on the contract documents.
- 308-5.4 Sprinkler Head Installation and Adjustment.**
- 308-5.4.1 General.** ADD the following:
Plans are diagrammatic and approximate. Precise location of heads / bubblers shall be field adjusted to meet minor variations in the plan.
- 308-5.5 Automatic Control System Installation.** Third paragraph, REVISE second sentence to read as follows: When the valve is to be housed in a valve box, it shall be installed with at least a 100 mm (4-inch) minimum to a 150 mm (6-inch) maximum clearance below the cover.
Third paragraph, ADD the following: Valve boxes shall be set to finish grade on an unmortared brick foundation.
Seventh paragraph, ADD the following:
Controllers, 12 volt conductors and valve actuators shall be installed in conformance with the controller manufacturer's instructions.
Eighth paragraph, ADD the following:
Control wiring or hydraulic control tubing shall be housed in conduit between the controller and a point at least one foot outside the limits of the controller foundation, or the structure foundation and where the controller is housed. All other wiring and hydraulic control tubing issuing from the conduit shall be direct burial installed in main or lateral water line trenches wherever practicable. The wiring or tubing shall be installed in the lower corner of the irrigation pipeline trench. Sufficient slack shall be left in the wiring or tubing to provide for expansion and contraction. When the control wiring or tubing cannot be installed in a pipe trench, it shall be installed a minimum of 18 inches below finish grade.
- 308-5.6.1 General.** First paragraph, after second sentence, ADD the following:
Flush all pipes clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

308-5.6.2 Pipeline Pressure Test. ADD the following:

Mains larger than 2 inches, asbestos cement mains and mains employing socket and spigot gasket joints shall be tested in accordance with section 306-1.4. If leaks develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by Resident Engineer prior to backfilling trenches.

308-5.6.3 Sprinkler Coverage Test.

When system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the Resident Engineer.

ADD:

308-5.12 Operation and Maintenance Manuals.

Prepare and deliver to the Resident Engineer within ten calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:

Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

In addition to the above mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

Payment for operation and maintenance manuals shall be included in the lump sum price for irrigation, and no additional compensation shall be allowed.

ADD:

308-5.13 Extra Equipment.

Contractor shall provide to the Resident Engineer:

Three (3) keys for opening and locking each automatic controller enclosure.

Two (2) globe valve keys with a minimum four (4) foot long handle.

Five (5) sprinkler heads with nozzles, screens and flexible swing joints of each type used on the project.

Five (5) quick coupler keys with swivel hose ells to match quick coupler valves used on the project.

Payment for extra equipment shall be included in the lump sum price for irrigation system, and no additional payment will be allowed.

308-5.14 Payment For Irrigation System.

The contract price paid for Irrigation System shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved, including sprinklers, pipe, valves, backflow preventer inspections, valve boxes, controllers, trenching, backfilling, wiring, quick coupler valves, gate valves, mainline, inspections and coordination, and all other components to provide a complete and operable irrigation system, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

310-5 Painting Various Surfaces.

310-5.6 Painting Traffic Striping, Pavement Markings And Curb Markings.

310-5.6.1 General.

The line item for Traffic Striping and Signage shall provide for new traffic striping and markings and for the removal and replacement of all existing traffic striping, markings and curb markings to be done per Plan No G-4. Striping and markings such as symbols, directional arrows, words, crosswalks and stop bars shall be done in thermoplastic. Yellow striping and vehicle parking lines shall be done in paint.

310-5.6.7 Layout, Alignment And Spotting.

The Contractor shall be fully responsible for any and all layout work. The Contractor shall establish all striping between control points by string-line or other methods to provide striping that will not vary more than one-half inch in fifty feet from specified alignment.

310-5.6.8 Application Of Paint.

Paint shall not be applied until the layout of the surface has been approved by the Inspector.

310-5.6.10 Payment.

Payment for Traffic Striping and Signage shall be included in the lump sum contract price and shall be considered as full compensation for furnishing all labor, materials, tools and equipment necessary to complete this work in conformity with the Plans, Permits and Specifications and no additional compensation will be made therefore.

ADD:

313 – STREET SIGNAGE

313-1 Signs.

Install signs in conformance with the City of San Diego standards for signs. California Park Bond Act Sign shall be provided by the City for installation by Contractor on two 2” diameter galvanized steel posts with min. 2 cubic foot concrete footings. Signs shall be upright, stable, and shall be thoroughly cleaned after installation.

314-1.1 General. ADD the following:

This work shall consist of furnishing and placing pavement markers at the locations in accordance with the provisions specified in these Contract Documents and the Manual for Uniform Traffic Control Devices, where noted. The markers shall conform to the shape, dimensions and tolerances shown in the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall be fully responsible for any and all layout work.

314-5.6 Payment. DELETE in its entirety and replace with the following:

Payment for all work to place pavement markers within the limits of work shall be considered included in the lump sum contract price and shall include full compensation for furnishing all labor, materials, tools and equipment to complete this work in conformity with the Plans, Permits and Specifications and no additional compensation will be made therefore.

ADD:
SECTION 315 - SITE FURNISHINGS INSTALLATION

315-1 General Installation Requirements.

Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete base or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Anchor bolts cast into the concrete shall reinforce all attachments. Tamper-resistant connectors shall be used to prevent theft.

See construction plans and details for location and layout and model numbers of furnishings.

Apply anti-graffiti coating as required prior to installation, and after the appropriate curing time for all materials to avoid discoloration.

Clean-up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit.

315-2 BENCH.

315-2.1 Installation.

Benches shall be located where shown on the plans. Install benches in accordance with manufacturer's instructions and recommendations. Install benches accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Benches shall be affixed to the concrete pavings with epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the benches from damage throughout construction work.

315-2.2 Measurement and Payment.

Payment for 'benches' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-3 TRASH RECEPTACLE INSTALLATION.

315-3.1 Installation.

Trash receptacles shall be located where shown on the plans. Install trash receptacles in accordance with manufacturer's instructions and recommendations. Install trash receptacles accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Trash receptacles shall be affixed to the concrete pavings with epoxy.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work.

Protect the trash receptacles from damage throughout construction work.

315-3.2

Measurement and Payment.

Payment for 'trash receptacles' shall be included in the lump sum project cost shall include full compensation for furnishing all stainless steel fasteners, expansion shields, adhesive, labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-4

DRINKING FOUNTAIN INSTALLATION.

315-4.1

Installation.

Provide and install drinking fountain as shown on the drawings, and as specified in this section.

The Contractor shall submit the manufacturer's product data (including finish data) and installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all materials to prevent damage and deterioration.

Do not install drinking fountain before completion of final grading, and concrete paving.

Examine sub-grades, finished surfaces, and installation conditions. Do not start drinking fountain work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing drinking fountain.

Locate and layout drinking fountain, boxes and sump and Obtain Engineer's acceptance of layout prior to installation.

Install all drinking fountains per manufacturer's specifications and/or recommendations and comply with all local plumbing codes. Attach securely to grade as recommended by the manufacturer, using vandal resistant stainless steel anchor bolts appropriate for the installation. Installation shall be secure and stable.

Drinking fountain shall be set in place as indicated on the plans and as approved by the Engineer. Legs shall be fabricated, cut or ground to fit grade to provide a level installation at the specified height. Installed drinking fountain shall be true and square to paving design, installed level and shall not wobble.

Locate and connect to potable water source at existing restroom including trenching and waterline. Check for leaks.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work.

Protect drinking fountain from damage during construction.

315-4.2

Measurement and Payment.

Drinking Fountain shall be measured for payment by the unit. Payment for Drinking Fountain shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, attachment to surface, plumbing, water connection, shut-off, drain sump and incidentals, and for doing all the work involved in providing the Drinking Fountain, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-5

BIKE RACK.

315-5.1

Installation.

Bike racks shall be located where shown on the plans. Install bike racks in accordance with manufacturer's instructions and recommendations. Install bike racks

accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect the bike racks from damage throughout construction work.

315-5.2 Measurement and Payment.

Payment for 'bike racks' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-5.3 REMOVABLE BOLLARDS.

315-5.3.1 Installation.

Bollards shall be located where shown on the plans. Install bollards in accordance with manufacturer's instructions and recommendations. Install bollards plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install bollards within thickened concrete paving areas at a minimum of 10" depth and coordinate locations of grout pockets per bollard manufacturer template. Coordinate installation of bollards with Concrete Sidewalk Contractor and/or installers of adjacent materials. Protect bollards during construction of paving work by covering with plastic or other protection.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from landscape furnishings work.

Protect the bollards from damage throughout construction work.

315-5.3.2 Measurement and Payment.

Bollards shall be measured for payment by the unit. Payment for bollards shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the bollard, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-6 PLAY AREA IMPROVEMENTS INSTALLATION.

315-6.1 2-5, 5-12, AND SWING STRUCTURES INSTALLATION.

Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground equipment, structure or modular unit.

Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be LSI (Landscape Structures, Inc.) certified. Contractor shall contact a minimum of 48 hours in advance to have a CPSI certified County Inspector to inspect the play equipment and rubber surfacing prior to acceptance. Any non-conforming items shall be repaired or replaced before acceptance.

Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete base or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Anchor bolts cast into the concrete shall reinforce all attachments. Tamper-resistant connectors shall be used to prevent theft.

See construction plans and details for location/layout and model numbers of play equipment.

All equipment installations shall observe the manufacturer's recommended safety zones. Safety zones shall be completely contained in the resilient surfacing area.

Clean-up: the site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

315-6.2 Measurement and Payment.

The 2-5 year old play structure, 5-12 year old play structure, and swing set structures, shall be measured for payment by each structure complete and in place. Payment shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing each play structure unit, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

315-6.3 RESILIENT RUBBER SURFACING INSTALLATION

315-6.3.1 Site Preparation

- a) **Finished Grade/Slope.** Verify that finished elevations of adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.
- b) **Sub base.** Tolerance of concrete or bituminous sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate sub base shall be within 3/8 inch (10mm) in 10 ft (3050 mm). Verify that aggregate sub base has been fully compacted in 2" watered lifts to 95 percent or greater.
- c) **Curing of Asphalt and Concrete.** If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of our installation crews.

- d) **Drainage.** Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

315-6.3.2 Installation

- a) **Poured in Place Surfacing.** Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to *2,000 square feet* per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.)
- b) **Cushion Layer.** Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- c) **Wear Course.** Wear Course must be either high quality peroxide cured EPDM, TPV or Treated SBR granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.
- d) **Perimeter.** For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1” deep x 1” wide, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive and the final 2” of the cushion layer shall be tapered to allow the wear surface material to be 1.5”- 2” thick where it joins the concrete edge.
- e) **Retaining edge.** When installing over new or existing asphalt, a curb or other type of border must be installed around the entire pad. Primer adhesive must be applied to the inside vertical edge of the border before PIP surface installation.

- f) **Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.
- g) **Clean Up.** Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.
- h) **Protection.** The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.
- i) **Manufacturer's Services.** For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

315-7

INDEPENDENT PLAY AUDIT.

The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment."

The Contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the Audit. The Contractor shall provide to the Park and Recreation Department, Landscape Architect, and Resident Engineer, written certification, signed by the certified playground safety inspector stating that the playground area, surfacing, and play equipment is in compliance with all current applicable accessibility and safety standards.

The cost of the play audit shall be included in the cost of the play equipment, and no additional payment shall be made.

ADD:

SECTION 318 – PIPE INSTALLATION.

318-1

General.

Domestic water supply piping to drinking fountain shall be installed as indicated on the drawings and in conformance with state and local plumbing and building codes and Section 306 of these Greenbook standards.

318-2 Payment.

Domestic water supply piping to drinking fountain shall be measured by the linear foot. Payment for domestic water supply piping shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, water system retrofit, and incidentals, and for doing all the work involved in providing the Domestic water supply piping, complete in place, as shown on the Plans and as specified in these Special Provisions.

318-3 Sub-Surface Drainage Systems.

Play area sub-surface drainage systems shall consist of trench drains, model as required to provide adequate drainage of play areas, drain inlets, drain lines and connections to existing drainage systems for positive drainage and head wall outlet. Sub-surface drainage systems piping shall be installed as indicated on the drawings, and in coordination with the play area structures as determined by the Contractor, and in conformance with state and local plumbing and building codes and Section 306 of these Greenbook standards.

318-3.1 Measurement and Payment.

Sub-surface drainage systems shall be measured for payment by the linear foot. Payment for sub-surface drainage systems piping shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, existing drainage system retrofit, and incidentals, and for doing all the work involved in providing the sub-surface drainage systems, complete in place, as shown on the Plans and as specified in these Special Provisions.

END OF SPECIAL PROVISIONS (SP)

APPENDIX A

Notice of Exemption

APPENDIX B

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX C

Location Map

City of San Diego



ADDENDUM "A"

FOR

GOMPERS NEIGHBORHOOD PARK – CHILDREN’S PLAY AREA UPGRADES

BID NO.: _____ K-13-5775-DBB-3
SAP NO. (WBS/IO/CC): _____ S-11030
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 4
PROJECT TYPE: _____ GE
CDBG NO.: _____ B-12-MC-06-0542

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:


1) City Engineer

Seal:

10/15/12

Date



For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **2:00 PM on OCTOBER 31, 2012**.

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. VOLUME 1

1. To Supplemental Special Provisions, page 45, Section 2-7 SUBSURFACE DATA, DELETE in its entirety and SUBSTITUTE with the following:

2-7 SUBSURFACE DATA. ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Soil Hydraulic Conductivity Testing dated May 9, 2012 by GEOCON, INC.

The report listed above is available for review by contacting the City Contact.

C. PLANS

1. To Drawing number **36925-8-D**, Detail A, Play Area Resilient Rubber Surfacing, note 1, **DELETE** in its entirety and **REPLACE** with the following:
 - 1 Grading shall generally slope away from concrete/rubber surfacing joint, however refer to grading plan for specific grades and slopes.

Tony Heinrichs, Director
Public Works Department

Dated: *October 15, 2012*
San Diego, California

TH/DS/NB/egz

City of San Diego



ADDENDUM "B"

FOR

GOMPERS NEIGHBORHOOD PARK – CHILDREN'S PLAY AREA UPGRADES

BID NO.:	K-13-5775-DBB-3
SAP NO. (WBS/IO/CC):	S-11030
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	4
PROJECT TYPE:	GE
CDBG NO.:	B-12-MC-06-0542

For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **2:00 PM on OCTOBER 31, 2012**.

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. VOLUME 1

1. To Funding Agency Provisions, page 31, item 8 Wage Rates, DELETE in its entirety and SUBSTITUTE with the following:

8. WAGE RATES. This contract shall be subject to the following Davis-Bacon Wage Decision:

- [Wage Determination Number] CA 120001 10/19/2012 CA1
- [Modification Number] 10
- [Publication Date] 10/19/2012

The required wage information may be accessed and downloaded from:
<http://www.wdol.gov/>

Tony Heinrichs, Director
Public Works Department

Dated: *October 19, 2012*
San Diego, California

TH/DS/NB/egz

11/5/12 CW

City of San Diego

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC
11315 RANCHO BERNARDO RD. STE #145
SAN DIEGO, CA 92127

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: 858-675-0058 FAX NO.: 858-675-1594
CITY CONTACT: CLEMENTINA GIORDANO, Email: cgiordano@sandiego.gov, Ph: 619-235-5227; Fax: 619-236-5904
D.VanMartin/NB/egz



CONTRACT DOCUMENTS

FOR

GOMPERS NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

VOLUME 2 OF 2

BID NO.: _____ K-13-5775-DBB-3
SAP NO. (WBS/IO/CC): _____ S-11030
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 4
PROJECT TYPE: _____ GE
CDBG NO.: _____ B-12-MC-06-0542

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS
- PREVAILING WAGE RATES: **FEDERAL**
- APPRENTICE REQUIREMENTS
- THIS IS A CDBG-FUNDED CONTRACT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

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BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

(N/A)

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

(1) Name under which business is conducted _____

(2) Signature, with official title of officer authorized to sign for the corporation:



(Signature)
HANI ASSI

(Printed Name)
SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of CALIFORNIA

(4) Place of Business (Street & Number) 11315 RANCHO BERNARDO RD
SUITE NO. 145

(5) City and State SAN DIEGO Zip Code 92127

(6) Telephone No. 858-675-0058 Facsimile No. 858-675-1594

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION "A" # "B"

LICENSE NO. 792159 EXPIRES 03-31-2013

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 33-0920975

E-Mail Address: trigroupconst@aol.com

BIDDING DOCUMENTS

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

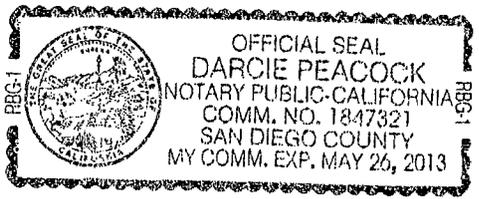
Signature *[Handwritten Signature]* Title SECRETARY OF CORP.
HANI ASSI

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____,

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

State of California
County of San Diego
Subscribed and sworn to (or affirmed) before me on this 31 day of
Oct., 2012, by Hani ASSI
proved to me on the basis of satisfactory evidence to be the person who
appeared before me.
Darcie Peacock
Signature of Notary Public



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

GOMPERS NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES, BID NO. K-13-5775-DBB-3

NOW THEREFORE, If said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 30TH day of OCTOBER, 20 12

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC. (SEAL)
(Principal)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

HANI ASSI, SECRETARY

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO

On 10/30/2012 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: 10/30/2012 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

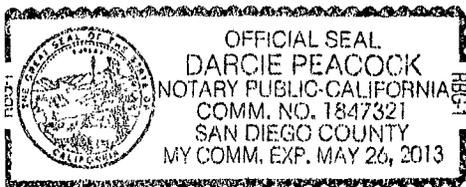
State of California)
County of SAN DIEGO) ss.
HANI ASSI

being first duly sworn, deposes and says that he or she is SECRETARY OF CORPORATION of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Handwritten signature of Hani Assi]

HANI ASSI

Signed: _____
Title: SECRETARY OF CORPORATION



State of California
County of San Diego
Subscribed and sworn to before me this 31 day of Oct., 2012, by Hani Assi
proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.
Notary Public

[Handwritten signature of Darcie Peacock]

(SEAL)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

HANI AGSI *HAG*

Contractor Name: _____

Certified By HANI AGSI Name ASSI Title SECRETARY OF CORPORATION

HANI AGSI Signature Date 10-31-2012

USE ADDITIONAL FORMS AS NECESSARY

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by
OMB0348-0046

Reporting Entity: TRI-GROUP Page 2 of 2
CONSTRUCTION AND
DEVELOPMENT, INC.

Authorized for Local Reproduction
Standard Form - LLL-A

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **GOMPERS NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	237990	9-3.4.1	Mobilization		\$ 50,000
2.	1	LS	237990	9-3.1	Demolition		\$ 50,000
3.	1	LS	237990	9-3.1	Construction of children's play area, comfort station facility upgrades, and site improvements		\$498,000
4.	1	LS	237990	700-13.8.4	Water Pollution Control Plan and installation		\$ 5,000
5.	1	LS	237990	2-4.1	Bond Payments (Payment and Performance)		\$ 7,000
6.	1	AL	237990	9-3.5	Field Orders-Type II Allowance		\$40,000.00
ESTIMATED TOTAL BASE BID						\$ 650,000.00	

TOTAL BID PRICE FOR BID (Items 1 through 6 inclusive) amount written in words: SIX HUNDRED FIFTY THOUSAND
DOLLARS AND ZERO CENTS

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: ADDENDUM "A" & ADDENDUM "B"

The names of all persons interested in the foregoing proposal as principals are as follows:

<p align="center"><u>GUS ASST</u></p>	<p align="center"><u>HANI ASSI</u></p>
<p align="center"><u>PRESIDENT</u></p>	<p align="center">SECRETARY OF CORPORATION</p>

BIDDING DOCUMENTS

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

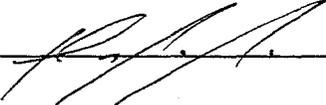
Bidder: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. HANI ASSI

Title: SECRETARY OF CORPORATION

Business Address: 11315 RANCHO BERNARDO RD # 145 SAN DIEGO CA 92127

Place of Business: CITY OF SAN DIEGO

Place of Residence: CITY OF SAN DIEGO

Signature: 

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

City of San Diego



ADDENDUM "A"

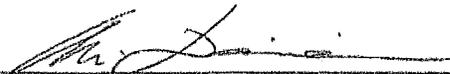
FOR

GOMPERS NEIGHBORHOOD PARK – CHILDREN'S PLAY AREA UPGRADES

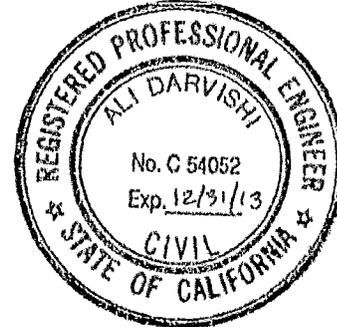
BID NO.:	K-13-5775-DBB-3
SAP NO. (WBS/IO/CC):	S-11030
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	4
PROJECT TYPE:	GE
CDBG NO.:	B-12-MC-06-0542

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:


1) City Engineer

Seal:
10/15/12
Date



For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **2:00 PM on OCTOBER 31, 2012**.

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. VOLUME 1

1. To Supplemental Special Provisions, page 45, Section 2-7 SUBSURFACE DATA, DELETE in its entirety and SUBSTITUTE with the following:

2-7 SUBSURFACE DATA. ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Soil Hydraulic Conductivity Testing dated May 9, 2012 by GEOCON, INC.

The report listed above is available for review by contacting the City Contact.

C. PLANS

1. To Drawing number **36925-8-D**, Detail A, Play Area Resilient Rubber Surfacing, note 1, **DELETE** in its entirety and **REPLACE** with the following:
 - 1 Grading shall generally slope away from concrete/rubber surfacing joint, however refer to grading plan for specific grades and slopes.

Tony Heinrichs, Director
Public Works Department

Dated: *October 15, 2012*
San Diego, California

TH/DS/NB/egz

City of San Diego



ADDENDUM "B"

FOR

GOMPERS NEIGHBORHOOD PARK – CHILDREN'S PLAY AREA UPGRADES

BID NO.:	K-13-5775-DBB-3
SAP NO. (WBS/IO/CC):	S-11030
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	4
PROJECT TYPE:	GE
CDBG NO.:	B-12-MC-06-0542

For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, until **2:00 PM on OCTOBER 31, 2012.**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. VOLUME 1

1. To Funding Agency Provisions, page 31, item 8 Wage Rates, DELETE in its entirety and SUBSTITUTE with the following:

8. **WAGE RATES.** This contract shall be subject to the following Davis-Bacon Wage Decision:

- [Wage Determination Number] CA 120001 10/19/2012 CA1
- [Modification Number] 10
- [Publication Date] 10/19/2012

The required wage information may be accessed and downloaded from:
<http://www.wdol.gov/>

Tony Heinrichs, Director
Public Works Department

Dated: *October 19, 2012*
San Diego, California

TH/DS/NB/egz

DISABLED ACCESS NOTES

1. ALL SLOPES SHOWN ON THIS PLAN WERE DESIGNED AT OR BELOW MAXIMUMS ALLOWED BY THE CALIFORNIA BUILDING CODE (C.B.C.) AND THE AMERICANS WITH DISABILITY ACT ACCESS GUIDE (A.D.A.A.G.) IN ORDER TO ALLOW FOR CONSTRUCTION TOLERANCES. IT IS CONTRACTORS' RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH A.D.A.A.G. AND 2010 C.B.C. AND IN THE EVENT THAT A DESIGN QUESTION SHOULD ARISE, OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT THAN SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE ENGINEER NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED.
2. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL PHASES OF WORK RELATING TO C.B.C. AND A.D.A.A.G. ACCESS FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS CALLED OUT BY C.B.C. AND A.D.A.A.G. ARE SUBJECT TO REJECTION BY THE CITY AND MAY BE REQUIRED TO BE REMOVED AND REPLACED.
3. SINCE THE CIVIL ENGINEER OR SURVEYOR CAN NOT CONTROL THE EXACT METHODS OR MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUB-CONTRACTORS DURING GRADING AND CONSTRUCTION OF THE PROJECT, THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF A.D.A.A.G. RELATED ITEMS BY THE CITY, ANY OTHER AUTHORITY, OR OTHER AFFECTED PARTIES.

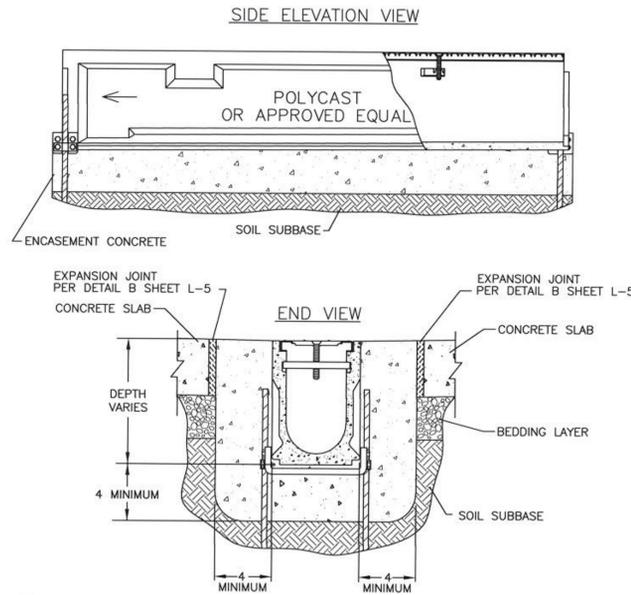
GRADING NOTES

1. GRADING AS SHOWN ON THESE PLANS SHALL BE IN CONFORMANCE WITH CURRENT STANDARD SPECIFICATIONS AND CHAPTER 14, ARTICLE 2, DIVISION 1, OF THE SAN DIEGO MUNICIPAL CODE, 2000 EDITION.
2. PLANT AND IRRIGATE ALL CUT AND FILL SLOPES AS REQUIRED BY ARTICLE 2, DIVISION 4, SECTION 142.0411 OF THE SAN DIEGO LAND DEVELOPMENT CODE AND ACCORDING TO SECTION IV OR THE LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
3. GRADED, DISTURBED, OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED, COVERED BY STRUCTURE, OR PLANTED FOR A PERIOD OVER 90 DAYS SHALL BE TEMPORARILY REVEGETATED WITH A NON-IRRIGATED HYDROSEED MIX, GROUND COVER, OR EQUIVALENT MATERIAL.
4. FOR SUBGRADE PREPARATION REFER TO GREENBOOK FOR SPECIFICATIONS.

GRADING QUANTITIES

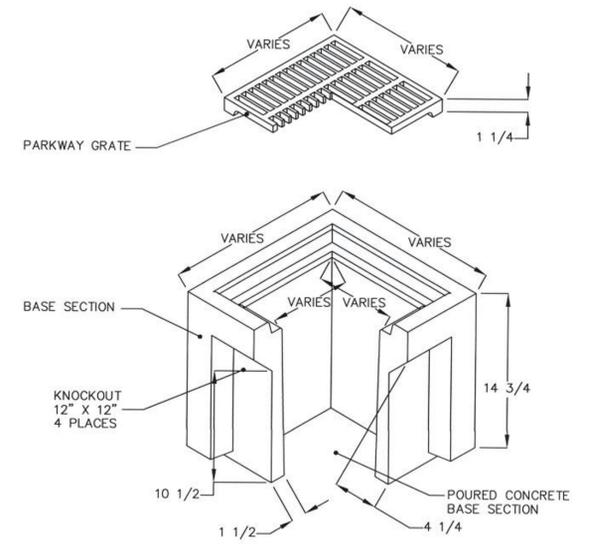
GRADED AREA	24,700 SQ FT	MAX. CUT DEPTH 1 FT
CUT QUANTITIES	71 CYD	MAX CUT SLOPE RATIO (5:1MAX) 5:1
FILL QUANTITIES	133 CYD	MAX. FILL DEPTH 3 FT
IMPORT	62 CYD	MAX FILL SLOPE RATIO (5:1MAX) 5:1

NOTE:
 EARTHWORK QUANTITIES DO NOT REFLECT ANY SPECIAL CONDITIONS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION AND ARE FOR REFERENCE ONLY. SINCE THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATIONS, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HIS OWN EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES.

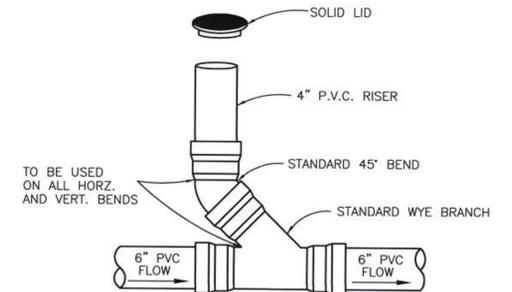


NOTES:
 -CONCRETE STRENGTH, THICKNESS AND REINFORCEMENT BE DETERMINED BY THE STRUCTURAL ENGINEER.
 -REFER TO POLYCAST® OR APPROVED EQUAL INSTALLATION GUIDE FOR COMPLETE DETAILS.
 -EXPANSION JOINTS SHOULD BE USED TO PROTECT THE CHANNEL AND CONCRETE ENCASEMENT.

DETAIL 1
 TRENCH DRAIN INSTALLATION DETAIL
 NO SCALE



DETAIL 2
 US CONCRETE OR APPROVED
 EQUAL DRAIN BOX PARKWAY
 NO SCALE



DETAIL 3
 STORM DRAIN CLEANOUT DETAIL
 NO SCALE

PLAN DATE IDENTIFIER
 DATE OF LAST CHANGE TO THIS PLAN: 09/11/2012 BY: CCB
 DATE OF THIS PLAN: 09/11/2012

CITY CONTRACT **C-2**

NOTES/DETAILS FOR:
**GOMPERS NEIGHBORHOOD PARK
 CHILDREN'S PLAY AREA UPGRADES**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS		WBS S-11030
SHEET 4 OF 18 SHEETS		
APPROVED: <i>Samir M.</i> 9/13/12	FOR CITY ENGINEER	SECTION HEAD
DATE: 8/30/2012		PROJECT MANAGER
DESCRIPTION: ORIGINAL	BY: NE	DEBBIE VAN MARTIN
		198-1737
		NAD83 COORDINATES
		1838-6298
		LAMBERT COORDINATES
CONTRACTOR:	DATE STARTED:	36925-4 -D
INSPECTOR:	DATE COMPLETED:	

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW

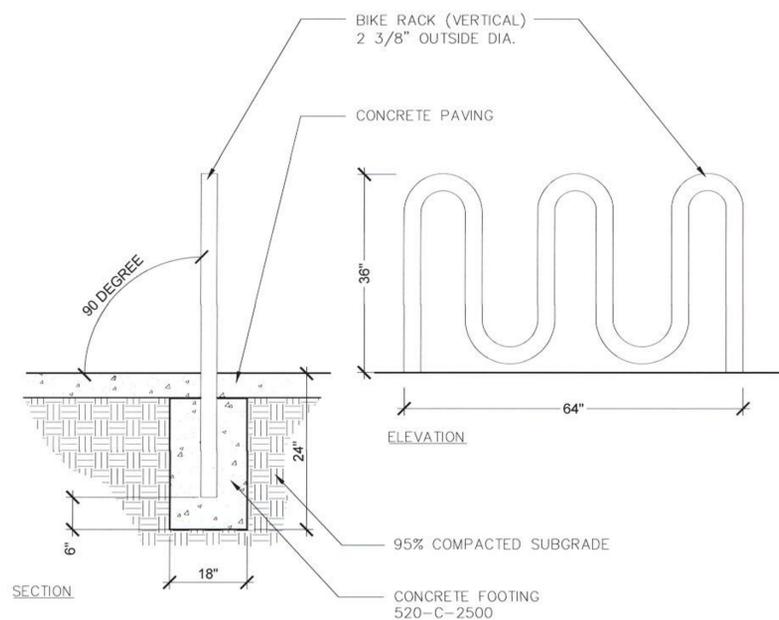
CONSULTANT

NASLAND ENGINEERING
 CIVIL ENGINEERING • SURVEYING • LAND PLANNING
 4740 Ruffner Street, San Diego, California, 92111 • 658-292-7770

REGISTERED PROFESSIONAL ENGINEER
 NO. 65876
 CIVIL
 STATE OF CALIFORNIA

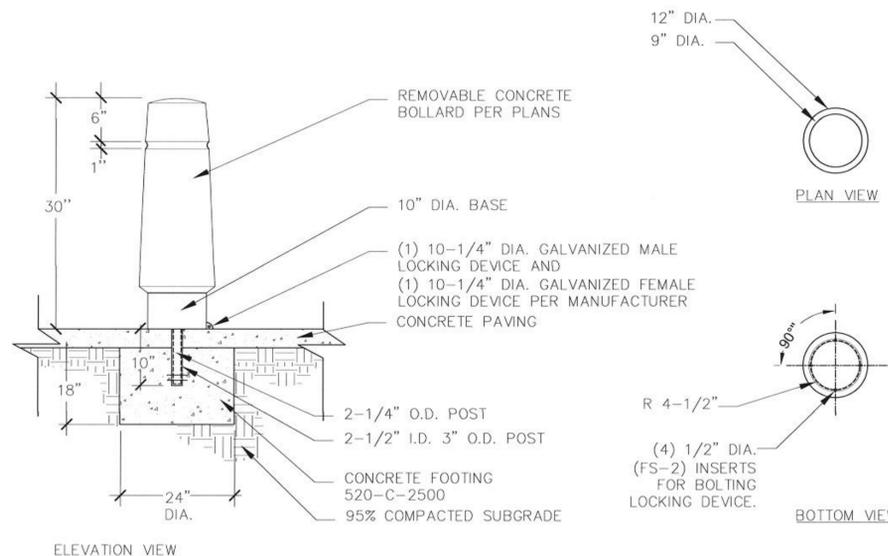
NE JOB # 111-035.1

DATE OF LAST CHANGE TO THIS PLAN: 09/11/2012 BY: CCB
 DATE OF THIS PLAN: 09/11/2012



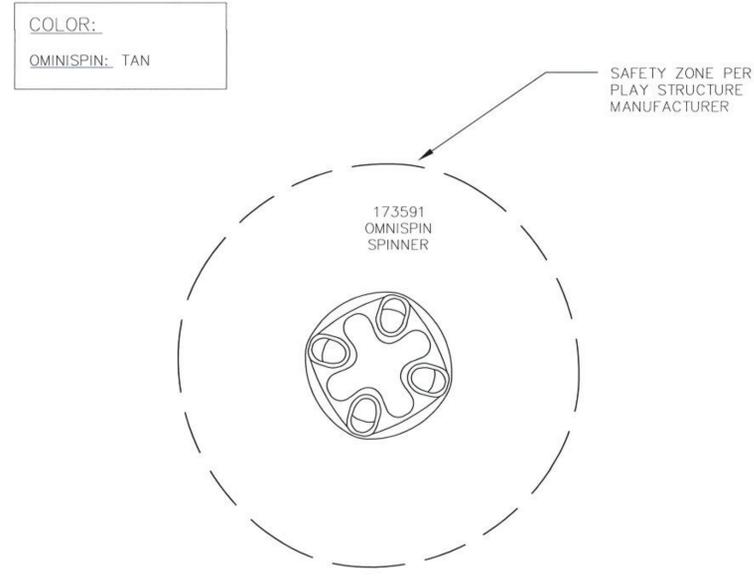
C BIKE RACK

SCALE: N.T.S.



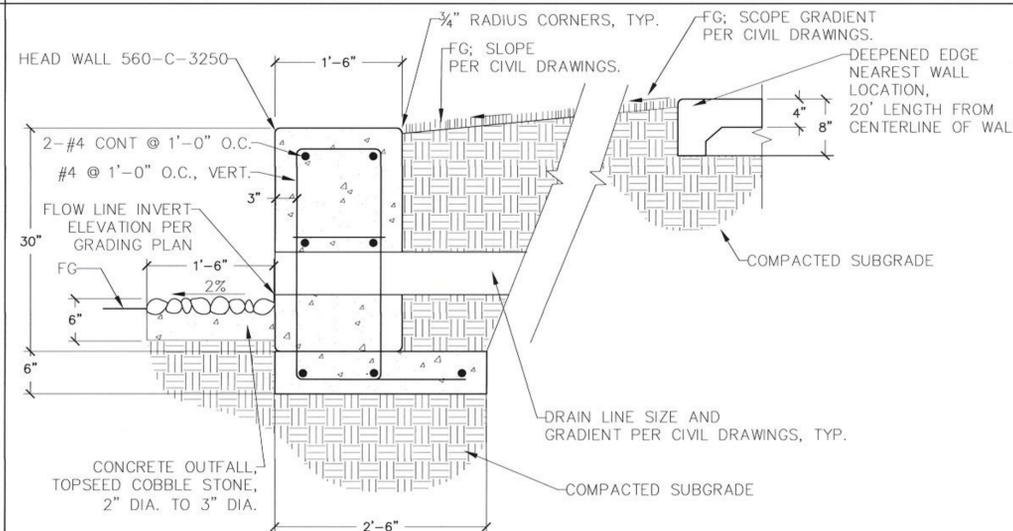
B BOLLARD-REMOVABLE

SCALE: N.T.S.



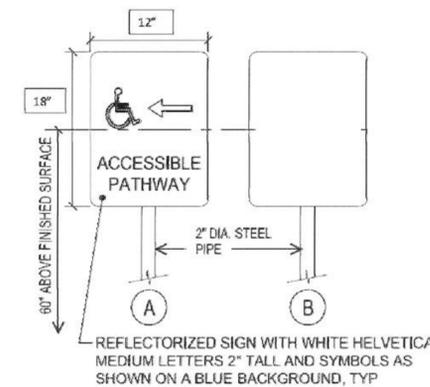
A OMNISPIN SPINNER

SCALE: N.T.S.



E CONCRETE HEAD WALL

SCALE: 1"=1'-0"



D ACCESSIBLE DIRECTIONAL SIGN

SCALE: N.T.S.

L-6

CITY CONTRACT
CONSTRUCTION DETAILS FOR:
**GOMPERS NEIGHBORHOOD PARK
CHILDREN'S PLAY AREA UPGRADES**

CITY OF SAN DIEGO, CALIFORNIA		PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS		SHEET 9 OF 18 SHEETS		WBS: S-11030	
APPROVED: <i>Samir M.</i>		DATE: 9/13/12		SUBMITTED BY: SAMIR MAHMALJI		SECTION HEAD:	
FOR CITY ENGINEER				DEBBIE VAN MARTIN		PROJECT MANAGER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	198-1737		
ORIGINAL	ELP		8/30/2012		NAD83 COORDINATES		
					1838-6298		
					LAMBERT COORDINATES		
CONTRACTOR		DATE STARTED		DATE COMPLETED		36925-9-D	

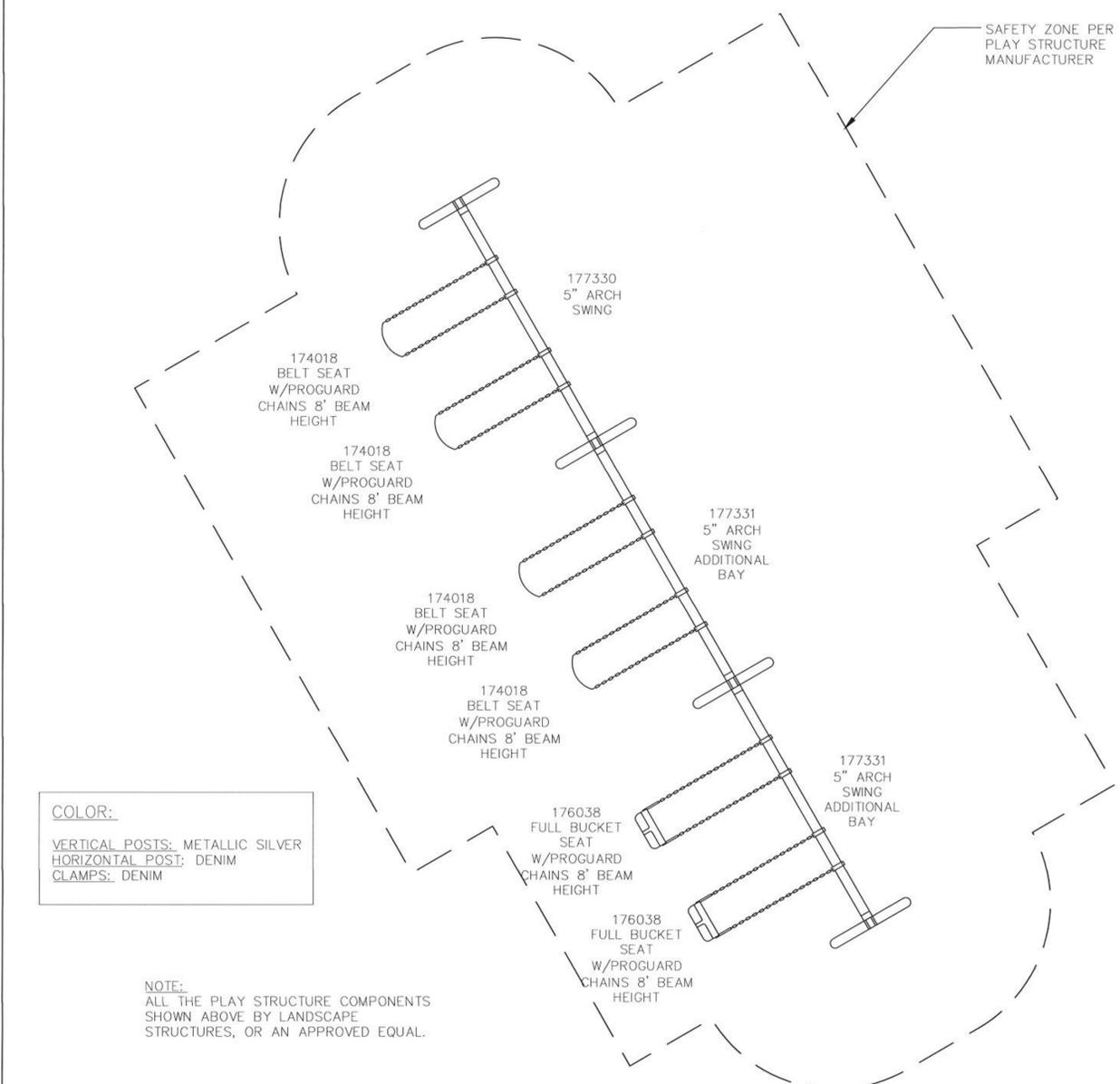
TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH MEDIUM LOW

SPEC. NO. 5775

CONSULTANT
Estrada Land Planning
Urban Design Landscape Architecture Computer Imaging

619.236.0143
755 Broadway Circle, Suite 300
San Diego, California 92101-6161
619.236.0578 Fax
ELP@EstradaLandPlan.com

REGISTERED LANDSCAPE ARCHITECT
MCKI ESTRADA
No. 1685
Exp. 4/30/2014
SIGNATURE: *Mckie Estrada*
8/30/2012
DATE
STATE OF CALIFORNIA



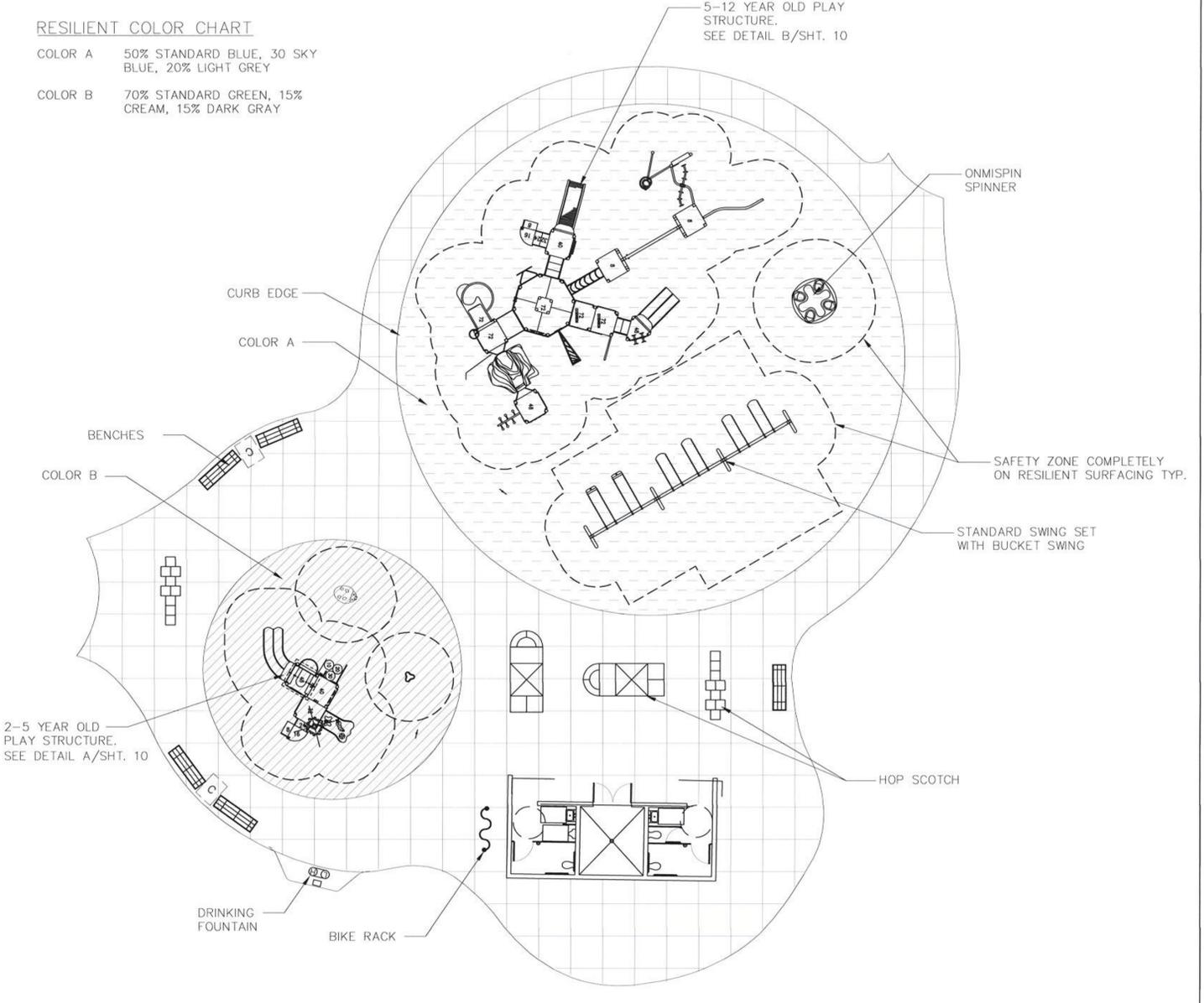
COLOR:
 VERTICAL POSTS: METALLIC SILVER
 HORIZONTAL POSTS: DENIM
 CLAMPS: DENIM

NOTE:
 ALL THE PLAY STRUCTURE COMPONENTS SHOWN ABOVE BY LANDSCAPE STRUCTURES, OR AN APPROVED EQUAL.

A SWING

SCALE: N.T.S.

RESILIENT COLOR CHART
 COLOR A 50% STANDARD BLUE, 30 SKY BLUE, 20% LIGHT GREY
 COLOR B 70% STANDARD GREEN, 15% CREAM, 15% DARK GRAY



A PLAY SURFACING LAYOUT

SCALE: N.T.S.

CITY CONTRACT **L-8**
CONSTRUCTION DETAILS FOR:
GOMPERS NEIGHBORHOOD PARK
CHILDREN'S PLAY AREA UPGRADES

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH _____ MEDIUM _____ LOW

CONSULTANT
Estrada Land Planning
 Urban Design Landscape Architecture Computer Imaging
 619.236.0143
 755 Broadway Circle, Suite 300
 San Diego, California 92101-6161
 619.236.0578 Fax
 ELP@EstradaLandPlan.com

REGISTERED LANDSCAPE ARCHITECT
 WICKI ESTRADA
 No. 1885
 Exp. 4/30/2014
 8/30/2012
 STATE OF CALIFORNIA

SPEC. NO. 5775

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS
 SHEET 11 OF 18 SHEETS
 WBS S-11030

APPROVED FOR CITY ENGINEER: *Samir M.* DATE: 9/13/12
 SUBMITTED BY: SAMIR MAHMALJI SECTION HEAD
 PROJECT MANAGER: DEBBIE VAN MARTIN
 198-1737
 NAD83 COORDINATES
 1838-6298
 LAMBERT COORDINATES
36925-11-D

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	ELP		8/30/2012	

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

